Terms of Use

- 1. Thank you for visiting the County of Los Angeles Department of Animal Care and Control (DACC) Website (DACC Website or Website). This Website is operated by the County of Los Angeles (County) through DACC. The administrative headquarters of DACC is located at 5898 Cherry Avenue, Long Beach, California 90805.
- 2. We ask that you carefully review these Terms of Use and any documents linked from these Terms of Use (collectively, Terms of Use) before using this Website. These Terms of Use establish a binding agreement that governs your use of this Website.

By using this Website, you agree to be bound by these Terms of Use. You further agree that your agreement to these Terms of Use, although signed by you electronically, has the same legal effect as if it had been personally signed by you on a paper document. If you do not agree with any portion of these Terms of Use, you may not use this Website.

- 3. Please also review our Payment Policy and Privacy & Security Policy, which also governs your use of the DACC Website.
- 4. If you decide to use this Website to pay a fee, please note the following:
 - a) You will <u>not</u> be charged a service fee for the processing of these payments. Payment methods are limited to Visa, MasterCard, American Express, or Discover credit card or debit cards with NYCE, STAR, and PULSE logos. You do not have to make your payment using this Website. You may also make your payment in person at any County of Los Angeles animal care center. In person, payment may be made by cash, check, or the above-noted types credit or debit cards.
 - b) Your payment date is the date on which you select and depress the "Submit Payment" button if we confirm the transaction and e-mail you a confirmation number.
 - c) We offer the ability to make payments using this Website as a courtesy only. We assume no obligation to ensure that it is available for your use. There may be times when the service is unavailable due to, among other reasons, system maintenance or outages. Title 10 of the Los Angeles County Code specifies that a delinquency charge shall be assessed if the renewal fee is not paid on or before the expiration date of the license. Therefore, if this Website is unavailable, use an alternate payment method.
- If you have questions about the amount due in your invoice and/or do not believe that your license should be renewed, contact DACC either in person by visiting one of the County's animal care centers or over the

- phone by calling (562) 345-0400 prior to the due date listed on your license renewal notice. If you would like to inquire if you are entitled to a refund of a license fee previously paid, please also contact DACC by a method noted above.
- Unless otherwise noted, all contents of this Website, including without 6. all text, programs, products, processes, technology, information, content, and other materials; together with all copyrights, trademarks, trade dress and/or other intellectual property therein (collectively, Contents), and the compilation (meaning the collection, arrangement, and assembly) are owned by the County or by third parties who have licensed such Contents to the County. Such Contents are protected by U.S. and international copyright laws. DACC, on behalf of itself and such licensors, expressly reserve all rights, including without limitation intellectual property rights in this Website and all Contents and compilation of Contents from time to time available on this Website. Access to this Website does not confer, and shall not be considered as conferring, upon any user of the Website any license or other rights to the Website, the Contents, or the compilation of Contents.
- 7. The Website is provided to you on an "as is" basis without any warranties of any kind, whether express or implied. To the extent permissible under applicable law, DACC hereby disclaim all warranties, express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Without limiting the foregoing, DACC does not make any representations or warranties that (a) the information or other materials available on this Website will be error-free, (b) defects in this Website will be corrected, (c) this Website or its servers are free of viruses or other harmful components, and/or (d) this Website will be secure, accessible continuously, and without interruption. Further, DACC does not make any representations or warranties regarding the use, accuracy, reliability, completeness, or contents of the information or other materials available on this Website.
- 8. DACC may provide links from the DACC Website as a convenience to Website visitors. DACC has no control over the content posted at those linked sites, all of which have separate terms of use and privacy policies. DACC makes no representations about the use, accuracy, reliability, completeness, or contents of any information or other materials available thereon. Links to the third party Website are not intended to and do not imply affiliation with or sponsorship or endorsement of these third parties. Once you link to another site, you are subject to the privacy and security of that Website and use that Website at your own risk.
- 9. DACC has not reviewed all of the third party Websites linked to or framing this Website and are not responsible for the content of any pages on such third party Websites. DACC does not make any representations or

- warranties as to the security of any information (including, without limitation, credit card and other personal information) you may have or might be requested to provide to any third party, and you hereby irrevocably waive any claim against DACC with respect to such third party Websites and their content. Linking to any other pages connected to other Websites is at your own risk.
- 10. Neither the County nor DACC accepts any liability for any conduct, acts, or omissions occurring at this Website. Under no circumstances will the County or DACC be liable to you for any consequential, incidental, or special damages, including any lost profits or loss of data, even if you claim to have notified County or DACC of such damages, or for any claims by third parties.
- 11. You agree to indemnify, defend, and hold County and DACC harmless, at your own expense, from and against any liability, fees (including attorney's fees), and/or costs arising out of or relating to your breach of violation of these Terms of Use.
- 12. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to these Terms of Use or the ownership, operation, or maintenance of this Website shall be resolved exclusively in the appropriate State or Federal court in Los Angeles County, California, where subject matter jurisdiction is proper. All such disputes shall be governed by and construed in accordance with the laws of the State of California.
- 13. You agree that DACC may modify these Terms of Use at DACC's sole discretion, without notice to you, and that your right to access this Website is conditioned upon your compliance with the most current version of these Terms of Use.
- 14. DACC may terminate all or any portion of these Terms of Use and/or all or any portion of this Website without notice or cause at anytime. You agree not to use this Website for any reason if at any time we terminate your access to this Website. If at any time you do not agree with these Terms of Use, you must immediately cease using this Website. The provisions of Sections 2, 3, 6-12, 14 and 15 shall survive any termination of the agreement formed by these Terms of Use.
- 15. These Terms of Use, Terms of Payment, the Privacy & Security Policy, and any other terms and conditions posted on the DACC Website constitute the entire agreement between you and DACC relating to your access to and use of this Website and supersede any prior or contemporaneous representations or agreements. These Terms of Use shall govern DACC's legal rights and obligations. Any rights not otherwise expressly granted by these Terms of Use are reserved by DACC. This Agreement may not be modified, either expressly or by implication, except as set forth in Section 14 above.

16. If any provision of these Terms of Use is deemed invalid or unenforceable, then the provision shall be deemed severable from these Terms of Use and shall not in any way affect the validity or enforceability of the remainder of these Terms of Use.